

## **Chapter 22B.**

### **Contracts Against Public Policy.**

#### **Article 1.**

##### **Invalid Agreements.**

##### **§ 22B-1. Construction indemnity agreements invalid.**

Any promise or agreement in, or in connection with, a contract or agreement relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, purporting to indemnify or hold harmless the promisee, the promisee's independent contractors, agents, employees, or indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of the promisee, its independent contractors, agents, employees, or indemnitees, is against public policy and is void and unenforceable. Nothing contained in this section shall prevent or prohibit a contract, promise or agreement whereby a promisor shall indemnify or hold harmless any promisee or the promisee's independent contractors, agents, employees or indemnitees against liability for damages resulting from the sole negligence of the promisor, its agents or employees. This section shall not affect an insurance contract, workers' compensation, or any other agreement issued by an insurer, nor shall this section apply to promises or agreements under which a public utility as defined in G.S. 62-3(23) including a railroad corporation as an indemnitee. This section shall not apply to contracts entered into by the Department of Transportation pursuant to G.S. 136-28.1. (1979, c. 597, s. 1; 1991, c. 636, s. 3; 1993, c. 553, s. 12.)

##### **§ 22B-2. Contracts to improve real property.**

A provision in any contract, subcontract, or purchase order for the improvement of real property in this State, or the providing of materials therefor, is void and against public policy if it makes the contract, subcontract, or purchase order subject to the laws of another state, or provides that the exclusive forum for any litigation, arbitration, or other dispute resolution process is located in another state. (1993, c. 294, s. 2.)

##### **§ 22B-3. Contracts with forum selection provisions.**

Except as otherwise provided in this section, any provision in a contract entered into in North Carolina that requires the prosecution of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state is against public policy and is void and unenforceable. This prohibition shall not apply to non-consumer loan transactions or to any action or arbitration of a dispute that is commenced in another state pursuant to a forum selection provision with the consent of all parties to the contract at the time that the dispute arises. (1993, c. 436, s. 2; 1995, c. 100, s. 1.)

##### **§ 22B-4. Prohibition on contract provisions restricting whistle-blowing related to State Health Plan.**

A provision in any contract is void and against public policy if it prohibits an employee's or contractor's ability to report wrongdoing under G.S. 135-48.15 related to the State Health Plan. (2012-192, s. 2.)

**§ 22B-5. Reserved for future codification purposes.**

**§ 22B-6. Reserved for future codification purposes.**

**§ 22B-7. Reserved for future codification purposes.**

**§ 22B-8. Reserved for future codification purposes.**

**§ 22B-9. Reserved for future codification purposes.**